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**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

**GRAHAM ARCHITECTURAL
PRODUCTS CORP.,**

Plaintiff,

v.

STAR INSURANCE COMPANY,

Defendant.

**FILED
SCRANTON**

APR 24 2001

PER

DEPUTY CLERK

Civil Action No. 1:CV-00-1140

Hon. William W. Caldwell

**ATTORNEY AFFIRMATION
SUBMITTED IN OPPOSITION TO
DEFENDANT'S MOTION FOR
LEAVE TO FILE SUPPLEMENTAL
ANSWER AND AFFIRMATIVE
DEFENSES**

MARK A. ROSEN, an attorney duly admitted to practice, *pro hac vice*, to the United States District Court for the Middle District of Pennsylvania, affirms the following under the penalties of perjury.

1. I am a Member of the firm of McElroy, Deutsch & Mulvaney, LLP, attorneys for Graham Architectural Products Corp. ("Graham"), the plaintiff herein. I make this Affirmation in opposition to Star Insurance Company's ("Star") motion for leave to file supplemental answer and affirmative defenses.

2. Graham initially served its Complaint in this matter on June 26, 2000. The Complaint seeks payment for services rendered and products supplied in connection with a Sales Contract between Graham and Bethel Estimating & Construction ("Bethel"). Payment is sought pursuant to a payment bond issued by defendant, Star.

3. The Sales Contract between Graham and Bethel contains an express warranty. Pursuant to the Sales Contract, the warranty period commenced on the date of the invoice for the last delivery.

4. The express warranty period, pursuant to the Sales Contract, was for twelve months from the date of invoice. Pursuant to the Sales Contract, the last possible date for claims under the express warranty was December 10, 2000.

5. The copy of the March 9, 2001, letter received from Michael D. Klein, counsel for Star, attached as Exhibit "C" to Graham's brief in opposition to Star's Motion is a true and correct copy of the letter which I received on March 12, 2001. This letter was the first notice provided to counsel for Graham that there were alleged defects or deficiencies with the windows fabricated and supplied to Bethel in connection with the Sales Contract.

W H E R E F O R E, plaintiff respectfully requests that the defendant's motion be denied in its entirety.

McELROY, DEUTSCH & MULVANEY, LLP
Attorneys for Plaintiff
Graham Architectural Products Corp.

By: 

Mark A. Rosen

Dated: April 23, 2001.